

CITY OF MANCHESTER Public Works Department Purchasing Division

475 Valley Street, Manchester NH 03103 (603) 624-6444

REQUEST for PROPOSAL

Proposals will be received at the Public Works Department 475 Valley Street, Manchester, New Hampshire, before **5:00 PM** prevailing time on the **5th** day of **March 2015** for the following items:

DIGITAL (MULTI-FUNCTION) COPIERS PURCHASE and/or RENTALS FY15 – 500 - 32

Request for Proposals and specifications will be available at the Public Works Department, 475 Valley Street, Manchester, NH or online at:

www.manchesternh.gov/bids

Questions regarding this request should be directed to: Mrs. Mindy Salomone-Abood, Purchasing Agent via email at Purchasing@manchesternh.gov.

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E. Public Works Director

GENERAL:

- 1. Proposals will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Request for Proposal. **NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
- 2. The following meanings are attached to the defined works when used in this document:
 - a. The word "City" means City of Manchester, New Hampshire.
 - b. The word "**Proposer**" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
 - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Proposal Request and the Contract.
 - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
- 3. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in.
- 4. Each proposal must give the full business address of Proposer and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "President", "Secretary", "Agent", or other title without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All proposals must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.

5. Proposals must be bound or contained in a single volume, securely sealed in an envelope/package (facsimile and emailed submissions will not be accepted) addressed and marked on the outside as follows:

FY15-500-32, COPIERS

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED.

- 6. It will be the responsibility of the proposer to see that their proposal is received by the Purchasing Division as specified.
- 7. Each proposal is received with the understanding that the acceptance in writing (via email) by the City of the proposer to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the proposer and the City, which shall bind the proposer on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted proposal; and the City on its part to order from such contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
- 8. A contract agreement that is customarily employed by the City will be used. The contract agreement will incorporate the original RFP and all the terms and conditions of the request for proposal as well as the sealed proposal. A copy of the contract agreement is attached hereto.
- 9. Proposals may be withdrawn upon written or electronic request received from Proposers prior to the time affixed for opening. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- 10. The solicitation document maintained by the Purchasing Division, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed as an exception by the proposer, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the proposer may be cause to disqualify your proposal.

- 11. Award will be made according to procedures outlined in the RFP, using the criteria published therein.
- 12. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing Website: www.manchesternh.gov/bids
- 13. No oral interpretations will be made to any Proposer as to the meaning of the specifications or terms and conditions of this Proposal Request. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Mail: City of Manchester Public Works Department 475 Valley Street Manchester, NH 03103

Attn.: Mrs. Mindy Salomone-Abood, Purchasing Agent

Email: Purchasing@manchesternh.gov

Subject: Copiers

All questions must be received before 5pm, Thursday February 12, 2015.

The City of Manchester will post questions and answers on its website:

www.manchesternh.gov/bids

as an addendum no later than **Thursday**, **February 19**, **2015**. It is the responsibility of the proposer to check for any addendums that have been issued. Any such addendums will then become part of the complete RFP.

- 14. Direct contact with the Board of Mayor and Alderman or any other City department other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission from the Purchasing Division of the Manchester Department of Public Works.
- 15. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Proposal must be filled out completely and accurately.
- 16. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.
- 18. Prices, if requested, shall be clearly and fully stated as requested. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.

- 19. As the City is exempt from any taxes, all prices quoted herein are not to include taxes of any kind.
- 20. The time of proposed delivery must be stated in definite terms. If time of delivery for different products/services varies, the proposer shall so state.
- 21. Samples, when requested, must be furnished free of expense. Upon request, if not destroyed, will be returned at the proposers risk and expense.
- 22. The products/services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted proposals on products/services other than as specified, proposer shall furnish complete data and identification with respect to the alternate products/services they propose to furnish.

Consideration will be given to proposals submitted on alternate products/services to the extent that such action is deemed to serve the best interests of the City. If the proposer does not indicate that the products/services he proposes to furnish is other than specified, it will be construed to mean that the proposer will furnish the exact products/services described.

- 23. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment is not described, it shall be understood that all equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
- 24. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 25. The Proposer must certify that no official or employee of the City or State of New Hampshire has a pecuniary interest in the proposal or in the Contract that the Proposer offers to execute or in the expected profits to arise there from, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- 26. The City reserves the right to waive any informality in proposals, to reject any and all proposals wholly or in part, and to make awards in a manner deemed in the best interest of the City.

27. Payment Terms:

- a) Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
- b) Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
- c) Payment can also be made by City departments via credit card or EFT payments. If either method is chosen by Contractor/Department, no additional charges will be assessed to the City.
- 28. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- 29. In the event of default by the contractor, the City reserves the right to procure the products/services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
- 30. The Proposer, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Proposer's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
- 31. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days notice by registered mail.
- 32. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Public Works Director or designee.
- 33. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive proposals, contracts and purchases are made a part hereto.
- 34. The Proposer to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for

in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT

SPECIFICATIONS: Please see attached.

CONTRACT - SAMPLE

City of Manchester Public Works Department 475 Valley Street Manchester, New Hampshire 03103

Αş	greement made,	20	, between the City of Manchester, a
mı	nunicipal corporation of the State of New of, County o, herein	Hamps	hire herein referred to as "City" and
	, County o	f	, State of
	, herein	referre	d to as "Contractor".
Fo	or the considerations set forth herein, the	parties	agree as follows:
1.	, bein	ng the l	owest responsible Proposer, shall
	rovide to the City the following supplies,		
	Such supplies, materials, equipment, an with the proposal made by pursuant to the Request to Proposal and		
	pursuant to the Request to Proposal and Proposal Request, which is hereby inco as if set forth herein in full.		
2.	The City shall pay proposal on delivery to and acceptance and herein described, and on filing by _ approval by the City of a verified claim	by City	of the supplies, materials, equipment, and
3.	The agreement shall be inoperative duri acceptance may be rendered impossible government regulation, or other cause b	by reas	son of fire, strike, act of God,
4.	. This agreement shall be binding on the	assigns	and successors of the parties.
	N WITNESS WHEREOF, the parties have functional fanchester, New Hampshire on the day and		•
A(CKNOWLEDGED BY:		CITY OF MANCHESTER:

SPECIFICATIONS

The City of Manchester, NH, is seeking proposals to establish a contract for rental and/or purchase of new and of current production digital multi-function (scan, fax, copy and print) machines.

I. BACKGROUND

It is the intent of these specification/requirements to establish pricing and contracts with a vendor to provide City Departments with digital multi-function (scan, fax, copy and print) machines, over the next three (3) year period, with possible extensions. Preference will be given to vendors who can provide both rental and purchasing options.

The intent of this request is to provide departments who do not currently have equipment, need to replace equipment or whose rental/lease contracts have come to an end within the timeframe of this contract.

The City is not obligated to any minimum or maximum.

Proposers will submit initial response to this request for proposal. The City will evaluate responses and require certain proposers to supply machines for testing. Once testing is complete and a list of qualified applicants is determined the City will then provide pricing guidelines to those qualified. Those qualified will then need to submit their pricing proposals within a certain timeframe. Pricing proposals will be evaluated, interviews conducted if needed and an award will be made.

II. SCOPE OF WORK

- A. Contractor shall provide digital multi-function (copy, scan, ax and print) machines in both Color and Black and Whites models.
- B. Contractor shall provide four (4) machines in both color and black and white that range from 25ppm up to 55ppm. (Eight machines in total).
- C. Contractor will work with the City of Manchester Information Systems Department to "right size" a machine to the ordering Department.
- D. Contractor shall work with the City of Manchester to support the City's efforts to move print jobs off the printers.
- E. Contractor shall provide a service agreement that includes parts, labor, toner, developer and drums, (excludes paper and staples).
- F. Contractor shall provide software to monitor, audit, provide meter reads automatically and possibly automatic supply delivery. Software will be accessible by the City.
- G. Contractor, if requested by City, shall perform a Citywide print fleet audit in order to better manage the fleet.

III. REQUIREMENTS

The following are minimum requirements for the City of Manchester that **must be met** by the Proposer in order to be considered.

A. MACHINES:

- 1. Machines supplied as part of this proposal shall be 25ppm, 35ppm, 45ppm and 55ppm.
- 2. The City shall have the ability to add machines (with the same discount/pricing structure) as required by departments.
- 3. All machines must be capable of copying, scanning double-sided, faxing and printing as a minimum.
- 4. All machines must be able to scan direct to a network folder or to email.
- 5. End users will have the option to "secure print" to the machines from their desktops.
- 6. All machines will be equipped with an automatic document handler that can scan double-sided and duplex.
- 7. All black and white machines should be able to scan in color.
- 8. Any machine, 35ppm and above must have a minimum paper capacity of 3,000 pages, not including the bypass tray.
- 9. All machines will be equipped with a universal bypass tray (up to 11" x 17" paper) 100 sheet capacity minimum.
- 10. Standard paper trays shall be universal and hold paper sizes up to 11" X 17".
- 11. All machines will be networked and end users will have the ability to control equipment from their desktop without any software being installed on their workstations. This includes, but not limited to: number of prints, watermarks, stapling, collating, hole-punching, duplexing and faxing.
- 12. Finishers that can single position staple, multi-position staple and/or hole-punch must be available as options to machines. Machines 45ppm and above should have booklet and tri-fold finishers available as options to the machines.
- 13. Upon installation, Contractor will provide a minimum of 1 hour of instruction to department.

B. NETWORK CAPABILITIES:

- 1. All machines must have "SMB" networking capabilities to allow for direct scanning to CIFS network shares.
- 2. All faxes and scans must be in pdf form.
- 3. Machines must have the ability to automatically select the correct tray based on paper size specified in the document.
- 4. Machines must have the ability of print jobs to automatically go to the Bypass Tray when the Bypass Tray is open.
- 5. Using the City's Financial system software on AS400, the machines must be able to print solely to the large capacity tray and be able to have the output duplexed and hole-punched as needed. These functions need to be configured at the end user's desktop level.

- 6. All machines must be pre-configured with City settings off sight and prior to install. Contractor will be supplied a configuration form from the Information Systems Department prior to delivery.
- 7. Configuration and drivers must be consistent across the proposed series of copiers.
- 8. Equipment that is put onto the City's network must be able to be accessed remotely by our Information Systems Department and have the address book managed by the local office manager.
- 9. Contractor will be required to work with our Information Systems
 Department to set up servers with any drivers necessary for both fax and
 print applications.
- 10. Driver compatibility with Microsoft operating systems:
 - a. Client operating systems windows 7 and 8 (32 and 64 bit versions)
 - b. Server operating system 2008/2012 (64 bit versions)
 - c. Fully supports the functionality of a Microsoft 2008/2012 print server
- 11. Direct iSeries printing using TCP/IP:
 - a. Ability to print a section of a print file (as opposed to printing the whole file)
 - b. Ability to determine tray(s) to print to
 - c. Ability to print Duplex (if device duplexes)
 - d. Ability to punch (if device punches)
 - e. Ability to print Duplex and punch (if device duplexes and punches)

C. MACHINE TESTING:

- 1. Proposers will have a machine, of the City's choice, available when notified for pre-qualification purposes.
- 2. Proposers will have machine configured prior to delivery and will deliver and setup as if City were receiving a new copier from your company.
- 3. Testing of machine will take approximately a couple of weeks.
- 4. At the end of the testing phase, you will be expected to remove the machine.
- 5. There will be no charges to the City for delivery, setup, usage, or removal of machine.
- 6. Only one machine from one company will be tested at a time.

D. SERVICE/SUPPLIES:

- 1. Service provided will take care of all needs of the end-user, including but not limited to: general questions, "how-to's and any instruction/training.
- 2. Repairs: A qualified service technician, who has the qualifications, ability and the parts to repair the equipment **must be onsite to make repairs** within 24 hours of a service call.
- 3. If parts/repairs are not available/made within that 24 hours an equivalent machine must be provided to the department.

- 4. If a machine is repaired more than three (3) times in a 30 day period (in the first three years) for the same problem that is contributable to equipment malfunction, a new equivalent machine is to be provided.
- 5. A department who is "outright" purchasing a machine is not required to purchase a service agreement.
- 6. Service (maintenance) agreements for both rental and purchased machines will include all parts, labor, toner, developer and drums. It excludes paper and staples.
- 7. Service (maintenance) agreements for both rental and purchased machines will be priced on a per page **actual usage**, (based on a zero copy allowance).
- 8. If your company requires any minimum print quantities that must be clearly stated per machine.
- 9. Billing for service agreements will be done on a monthly/quarterly/annual basis (to be determined by Department) based on a per copy allowance explained above.
- 10. Quoted service (maintenance) agreement prices shall remain **firm** on both rented and/or purchased machines for the first three (3) years or 36 months from date of install.
- 11. Written notice shall be given by the Contractor to Departments 30 days prior to the end of the service term. It will be up to the Department whether or not they will extend their service agreement with the Contractor. (Does not apply to rental machines).
- 12. Service agreements **will not** automatically renew or require written notice from City Departments to terminate. Agreements will terminate 36 months from date of install if Department chooses not to renew.

E. <u>RENTAL/PURCHASING:</u>

- 1. **Preference** will be given to rental contracts that are "true rentals", meaning no third party agreements and no buyouts at the end.
- 2. Rental agreements shall be for a three (3) year period commencing on date of installation to specific department and provisional on funding availability. The City department may renew this agreement for two (2) additional one (1) year periods subject to satisfactory performance, vendor acceptance and determination that renewal will be in the best interest of the City Department.
- 3. Written notice shall be given by the Contractor to Departments 30 days prior to end of the rental term. It will be up to the Department whether or not they will extend their rental agreement with the Contractor.
- 4. Rental agreements **will not** automatically renew or require written notice from City Departments to terminate. Agreements will terminate 36 months from date of install if Department chooses not to renew.
- 5. Purchasing: proposers are required to quote machines utilizing two (2) purchasing options: Outright purchasing and a three year installment sale.
- 6. Outright purchase: Department will pay the full price of the machine, in accordance with City Ordinances when equipment is installed and in

- working condition. The specific department along with Information Systems will make the determination of "working condition".
- 7. Installment Sale: Vendor will quote equipment in three annual payments. Quote can be made with 24 months of simple interest. The last annual payment will be made at the beginning of the third year. After the final/third payment the City of Manchester will own the equipment. The first payment will not be made until the equipment is installed and in working condition. The specific department along with Information Systems will make the determination of "working condition".

IV. DEPARTMENTS AND CURRENT SERVICE LEVELS

Copiers: 38 Networked (consisting of Konica-Minolta, Oce, Ricoh and Xerox)

Printers: minimum of 105 (majority are HP)

V. CONTRACT TERMS

A. General

This contract will be overseen by the Purchasing Division of the City of Manchester in conjunction with the Information System Department. All ordering will be done by the individual departments.

B. Period

The contract period will be for a three (3) year period, commencing on the date of award. All prices shall remain firm for the initial three (3) year period. If at any time the Contractor does not meet the minimum requirements, the City has the right to terminate\return equipment with full refund and contract with another company.

C. Renewal Option

At the City's option, the contract may be renewed for additional time in increments of up to two (2) additional years in one-year increments (5 years total). Contractor may request a price increase for any subsequent renewal period by submitting a fully documented request at least ninety (90) days prior to the expiration of the original agreement term, to the Purchasing Division. Request for increase may not exceed 4% per year. If no request is sent within the time specified the Contractor forfeits the increase for that extension period.

D. Cancellation of Contract

The City of Manchester may cancel any resulting contract with the contractor for vendor non-performance by giving thirty (30) days written notice. Cancellation shall not release the vendor from legal remedies available to the City.

E. Method of Payment

Unless otherwise negotiated, payment will be made not more frequently than monthly, and within the guidelines of the City of Manchester Ordinances. Invoicing/Payments shall be made to/by the specific departments utilizing Contractors products/services.

If negotiated and accepted by both the contractor and the department, payments can be made using p-card (credit card). No additional fees will be assessed to City if this option is chosen.

F. Reporting

On an annual basis during the contract term, and prior to termination of the contract, the Contractor will be required to provide a complete and accurate accounting of all machines, service agreements, products and quantities ordered under this agreement by department. Reporting will also include termination dates of rentals and service agreements.

VI. SUBMITTALS

A. General:

1. RFP Response:

In order to be considered for selection, Proposers must submit a complete response to this RFP. One (1) original, two (2) copies and one (1) electronic version of each proposal must be submitted. No other distribution of the proposal shall be made by the Proposer. Electronic version can be emailed to: purchasing@manchesternh.gov, subject: FY15-500-32 proposal.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. The format of the vendor's proposal must be consistent with the format of the specifications listed.

- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Manchester and shall be subject to public inspection.
- e. All costs associated with developing or submitting a proposal in response to this RFP, or providing oral or written clarification of its contents, shall be borne by the proposer.

B. Documents To Be Submitted:

- 1. Signed RFP document, (page 21)
- 2. Responses to Questionnaire, Including:
 - a. Copy of your company's rental agreement
 - b. Copy of your company's lease agreement
- 3. Statement of Compliance/Deviation, (page 17)
- 4. Marketing brochure/literature on each machine that is part of the proposal.

VII. QUESTIONAIRE

A. Responsiveness

Provide a brief (not more than two standard typewritten page) summary of your understanding of your responsibilities should you be awarded this contract. Included should be a summary of the services you will provide, and examples of how you have been flexible in fulfilling similar client requirements.

B. Responsibility

- 1. Provide an organizational chart of your firm.
- 2. Has your firm, or any officer of your firm, been involved in any transaction in which the firm defaulted on a contract? If yes, explain.
- 3. Has your firm, or any officer of your firm, been involved in a contract that was cancelled by the customer? If yes, explain.
- 4. Has your firm, or a firm associated with any officer of your firm, ever been suspended or debarred by any governmental agency? If yes, explain.
- 5. Describe the process by which problems are resolved with client organizations.

C. Experience

- 1. How long have you/your firm been providing multi-function machines? And brand of machine?
- 2. Provide a listing of organizational references, including contact names, phone numbers and years of service of clients for whom you have provided similar services.
- 3. What experience do you have working with other local governments relative to these services.

D. Capability and Skill

- 1. Describe the resources (equipment, staff, number of support staff and their qualifications and facilities) that you have to fulfill the requirements of this contract.
- 2. Describe the set-up process for each location from placing the order to the installation of the machine.
- 3. Describe the step-by-step process that each department would follow to obtain the support you provide.
- 4. Describe the step-by-step process of a service call, from department placing a call to the final repair of machine. Detail timeframes and provide any guarantees/warranties.
- **5.** Describe the steps taken by your firm to prevent the release of temporary data on the machines and what measures are taken when machines are returned.

E. Cost Containment Initiatives:

1. Describe one or more recommendations for containment of costs that your firm has implemented relative to providing similar client services as described herein.

F. Other Information:

- 1. If there is any additional information that you wish for the City to consider when evaluating your proposal that has not been covered by responding to the above questions, you may provide it here.
- **2.** Can your company provide service/maintenance agreements on existing fleet, please explain.

VIII. STATEMENT of COMPLIANCE/DEVIATIONS

In the space below, Proposer must identify any and all deviations from the re	equirements
as stated herein. Notations elsewhere in the proposal may not be considered	or result in a
determination of your proposal being non-responsive. If additional space ne	eded, note in
this section and add documentation titled "Statement of Compliance/Deviation of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation titled "Statement of Compliance (Deviation of Compliance) and add documentation of Compliance (Deviation of	ons" and
send in with response.	

Evaluation Criteria

Evaluation of the firms responding shall be based upon the following criteria which are listed in **Order of Importance:**

- Qualified Proposers will be required to provide a machine for testing and evaluation. If the machine does not meet requirements within the timeframe, proposer **will not** be considered a "qualified" candidate.
- Responsiveness The degree to which the Proposer has responded to the purpose and scope of specifications, flexibility of Proposer to meet <u>City of Manchester</u>' needs, conformance in all material respects to this Request for Proposal, etc.
- Capability and Skill Proposer's capability, flexibility and skill to perform the services stated in these specifications.
- Suitability The suitability of the proposal to fulfill the City's requirements.
- Responsibility The Proposer who has the capability, in all respects, to
 perform fully the contract requirements and the moral and business integrity
 and reliability which will assure good faith performance as required by these
 specifications.
- Experience Proposer's experience in providing the services as requested in these specifications.
- Cost Containment Cost containment initiatives (Proposer's recommendation for containment of costs associated with the contract for initial contract period and optional renewal periods).
- References References who are familiar with your ability to provide the requested services.

Proposal Evaluation (after pricing submitted)

In the event that two or more proposers have the same net bid, the City will require a final sealed proposal from all parties concerned.

Consideration will be given to capabilities or advantages which are clearly described in the proposal, confirmed by oral presentations or interviews, if required, and verified by information from reference sources. Proposals will be evaluated according to the City Code of Ordinances Chapter 39: Procurement Code, and on their ability to provide the best value to the City.

At the City of Manchester, NH discretion, Proposers may be required to participate in oral presentations for the purpose of explaining or clarifying characteristics or significant elements of their proposals. Proposers will not be allowed to alter or amend their proposals through the presentation process, and will not be permitted to attend competitor oral presentations.

If the City of Manchester is to conduct interview the procedures would be as follows:

- 1. Select and interview two or more Proposers deemed fully qualified among those submitting proposals.
- 2. Negotiations shall be conducted with each of the Proposers selected. Price shall be considered, but need not be the sole determining factor.
- 3. After negotiations have been conducted with each Proposer selected, the purchasing agent or his designated representative shall select the Proposer which, in his opinion, has made the best proposal and a contract shall be awarded to that Proposer.

<u>Note</u>: Should the Purchasing Agent determine, in writing and in his sole discretion, that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

AWARD:

After all presentations are conducted if necessary, Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City taking into consideration price, evaluation factors set forth in the request for proposal and the Procurement Code set forth in the Code of Ordinances for the City of Manchester, NH. No other factors or criteria shall be used in the evaluation.

Written notification of the award decision will be posted on the City's website, and will be conditional pending successful negotiation of a mutually acceptable contract and approval of the City of Manchester Public Works Director. If for any reason the City of Manchester, NH is unable to secure an acceptable contract with the selected proposer, that proposer will be disqualified. In that event, The City of Manchester, NH may then proceed to negotiate a contract with the proposer with the next highest rated proposal, or may cancel negotiations at the City's discretion.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the **RFP**. Further, the City reserves the right to enter into a contract deemed to be in **its best interest**.

TIMEFRAME:

Dates and Times are tentative and subject to change

Request for Proposal	Published: January 12, 2015	
Deadline for proposal questions	February 12, 2015 by 5pm	
Answers to proposers questions published	February 19, 2015 by 4pm	
Proposals due to Department of Public	March 5, 2015 before 5pm	
Works		
Drop off of machines to Information	Will be notified as to drop time	
Systems	March 23, 2015 – May 8, 2015	
Deadline for qualifying of machines	May 15, 2015	
Pricing Proposal Guidelines to Qualified	May 22, 2015: tentative	
Pricing Proposals due to Highway	June 5, 2015 tentative	
Department		
Award	June 19, 2015: tentative	

PROPOSAL SCHEDULE

PROPOSAL FOR: MULTI-FUNCTION MACHINES (FY15-500-32)

DATE & TIME: THURSDAY, MARCH 5, 2015 before 5PM

The undersigned, as Proposer, hereby declares that before preparing this proposal he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms and conditions as spelled out in this Sealed Proposal.

This form must be signed. All signatures must be original and not photocopies.

Authorized signature & title of Proposer
Print or type name & title of Proposer
Company Name(Corporation/general partnership organized & existing under the laws of the State of)
Address
City, State, Zip
Required
Date Proposal Made:Email Address:
Phone #:Fax #:
It will be the bidders' responsibility to check the website for the City of Manchester
Purchasing Division for results.